

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Check Express, Inc.		10/05/2006	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	MoneyGram Payment Systems, Inc.
Street Address:	1550 Utica Avenue South
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55416
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1476206	CHECK EXPRESS
Registration Number:	1489647	EXPRESS
Registration Number:	1370520	CHECK EXPRESS
Registration Number:	2990034	CHECK EXPRESS
Registration Number:	2992857	CHECK EXPRESS

CORRESPONDENCE DATA

Fax Number: (612)632-4230

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 612-632-3230

Email: trademark@gpmlaw.com

Correspondent Name: Gray, Plant, Mooty, Mooty & Bennett, PA

Address Line 1: P.O. Box 2906

Address Line 4: Minneapolis, MINNESOTA 55402-0906

ATTORNEY DOCKET NUMBER:

72333

900062873

TRADEMARK
REEL: 003429 FRAME: 0921

CH \$140.00 1476206

NAME OF SUBMITTER:	Tiffany Larson, Paralegal
Signature:	/Tiffany Larson/
Date:	11/16/2006
Total Attachments: 3 source=Check Express to MoneyGram#page1.tif source=Check Express to MoneyGram#page2.tif source=Check Express to MoneyGram#page3.tif	

SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Security Agreement") is made as of October 5, 2006, by Check Express, Inc., a Florida corporation, with its chief executive office at 1231 Greenway Drive, Suite 600, Irving, Texas 75308 ("Grantor"), for the benefit of MoneyGram Payment Systems, Inc., a Delaware corporation, with offices at 1550 Utica Avenue South, Minneapolis, Minnesota 55416 ("MoneyGram").

RECITALS

A. Grantor has entered into a Guarantee and Collateral Agreement in favor of MoneyGram dated as of October 5, 2006 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement").

B. In order to perfect MoneyGram's interest in certain of Grantor's Intellectual Property in accordance with the Collateral Agreement, Grantor has executed this Security Agreement for recordation with the appropriate state and federal governmental authorities.

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged by each of the parties hereto, it is agreed as follows:

1. Unless otherwise defined herein or the context otherwise requires, terms used in this Security Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Collateral Agreement.

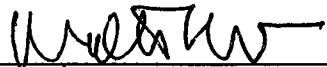
2. As security for the payment, performance and observation of all Obligations, Grantor hereby grants to MoneyGram a security interest in and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of Grantor's right, title and interest in and to all of the Trademarks, including but not limited to the Trademarks set forth on Exhibit A attached hereto.

3. The security interest granted hereby has been granted to MoneyGram in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The Collateral Agreement (and all rights and remedies of MoneyGram thereunder) shall remain in full force and effect in accordance with its terms. Grantor does hereby further acknowledge and affirm that the rights and remedies of MoneyGram with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Security Agreement and the terms of the Collateral Agreement, the terms of the Collateral Agreement shall govern.

4. This Security Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the undersigned has executed this Security Agreement as of the date and year first above written.

Check Express, Inc.,
a Florida corporation

By: 
Name: Walter E. Evans
Title: VP

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Exhibit A
TRADEMARKS

	Mark	Application/ Registration No.	Registration Date	Jurisdiction
1.	CHECK EXPRESS & Design	1,476,206	February 9, 1988	US
2.	CHECK EXPRESS MONEY CENTERS & Design	TMA503892	November 9, 1998	Canada
3.	EXPRESS & Design	1,489,647	May 24, 1988	US
4.	EXPRESS & Design	TMA532292	September 7, 2000	Canada
5.	EXPRESS & Design	789938		Mexico
6.	EXPRESS & Design	779817		Mexico
7.	CHECK EXPRESS	1,370,520	November 12, 1985	US
8.	CHECK EXPRESS	2,990,034	August 30, 2005	US
9.	CHECK EXPRESS	2,992,857	September 6, 2005	US
10.	CHECK EXPRESS	TMA496291	June 17, 1998	Canada
11.	CHECK EXPRESS	829922		Mexico
12.	CHECK EXPRESS	802071		Mexico

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